

## REMARKS

Claims 1-32 are now pending in the application and stand rejected. The Examiner is respectfully requested to reconsider and withdraw the rejections in view of the amendments and remarks contained herein.

### REJECTION UNDER 35 U.S.C. § 102

Claims 1-32 stand rejected under 35 U.S.C. § 102(b) as being anticipated by DeLima et al. (U.S. Pat. No. 7,213,071) ("DeLima"). This rejection is respectfully traversed.

Claim 1 is amended to recite "...method of managing resources of a service-oriented information system relative to clients of the system, the method comprising: providing access by the clients to a quality of service (QoS) management service of the system; receiving a quality of service (QoS) message from a client via the QoS management service expressing at least one QoS requirement as at least one parameter value; negotiating a contract with the client via the QoS management service for quality of service based on the at least one parameter value..."

The system of DeLima provides server-oriented quality of service (QoS). A transaction's relative priority is relative to other traffic within the server site, and appropriate bandwidth associated with a transmission is as perceived by the server (col. 10, lines 1-30). Although policies and rules may be applied (Fig. 5), there apparently is no negotiation of QoS between a web application and a server. Quality of service is provided based on URL contents and packet headers for pages of a web transaction (col. 14, lines 1-29). Determinations of URL contents and packet header DSCP settings

apparently are not negotiated. Accordingly, DeLima does not teach or suggest the recitations of claim 1 as amended.

Additionally, claim 5 (dependent on claim 1) recites "...using a common management interface to implement at least one self-configurable resource." DeLima does not disclose a self-configurable resource. Accordingly, DeLima does not teach or suggest the recitations of claim 5.

Independent claim 12 is amended to recite "... a common service for providing quality of service (QoS) management in the information system, the common service accessible to a plurality of clients of the information system; means for receiving, via the common service, at least one QoS requirement from at least one client of the information system; means for using the at least one QoS requirement to negotiate via the common service at least one contract with the at least one client for quality of service..."

As previously discussed with reference to claim 1, the system of DeLima provides server-oriented quality of service (QoS). Although policies and rules may be applied (Fig. 5), there apparently is no negotiation of QoS between a web application and a server. Accordingly DeLima does not teach or suggest the recitations of claim 12 as amended.

Independent claim 19 is amended to recite "...the QoS management service comprising a plurality of component services configured to: receive a QoS message from a service requester of the enterprise system expressing at least one QoS parameter; negotiate with the service requester a QoS contract that includes the at least one QoS parameter;...".

As previously discussed, the system of DeLima provides server-oriented quality of service (QoS). Although policies and rules may be applied, there apparently is no negotiation of QoS between a web application and a server. Accordingly DeLima does not teach or suggest the recitations of claim 19 as amended.

Independent claim 25 is amended to recite "...instructions to cause a processor to provide a service commonly available to a plurality of client applications for quality of service (QoS) management in an information system; instructions to cause a processor to receive a quality of service (QoS) message from a client of the information system expressing at least one QoS requirement as at least one parameter value; instructions to cause a processor to negotiate a contract with the client for quality of service..."

As previously discussed, the system of DeLima provides server-oriented quality of service (QoS). Although policies and rules may be applied, there apparently is no negotiation of QoS between a web application and a server. Accordingly DeLima does not teach or suggest the recitations of claim 25 as amended.

Independent claim 26 is amended to recite "... a memory device for receiving a quality of service (QoS) message from a client of a service-oriented information system; and a processor configured to read the memory device and negotiate, via a QoS management service made available to clients of the information system, a contract with the client for quality of service based on at least one parameter value in the QoS message."

As previously discussed, the system of DeLima provides server-oriented quality of service (QoS). Although policies and rules may be applied, there apparently is no

negotiation of QoS between a web application and a server. Accordingly DeLima does not teach or suggest the recitations of claim 26 as amended.

Independent claim 28 is amended to recite "...an establishment service configured to establish with the client a QoS contract that includes the at least one parameter, the establishment of the contract based on negotiation performed by the establishment service and the client through the QoS manager;..."

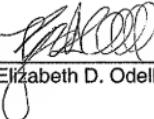
As previously discussed, the system of DeLima provides server-oriented quality of service (QoS). Although policies and rules may be applied, there apparently is no negotiation of QoS between a web application and a server. Accordingly DeLima does not teach or suggest the recitations of claim 28 as amended. Applicant respectfully requests that the rejections of claims 1-32 be withdrawn.

#### CONCLUSION

It is believed that all of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider and withdraw all presently outstanding rejections. It is believed that a full and complete response has been made to the outstanding Office Action and the present application is in condition for allowance. Thus, prompt and favorable consideration of this amendment is respectfully requested.

If the Examiner believes that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at (314) 726-7521.

Respectfully submitted,

By:   
Elizabeth D. Odell, Reg. No. 39,532

Dated: September 8, 2008

HARNESS, DICKEY & PIERCE, P.L.C.  
P.O. Box 828  
Bloomfield Hills, Michigan 48303  
(248) 641-1600

EDO/nr